



PHILIP L. BROWNING  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

**Board of Supervisors**

GLORIA MOLINA  
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MARK RIDLEY-THOMAS  
Second District  
ZEY YAROSLAVSKY  
Third District  
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Fifth District

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 04, 2013

24 June 4, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE AND EXECUTE TWO STATE AGREEMENTS FOR TECHNICAL CONSULTING SERVICES PROVIDED BY THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO THE STATE OF CALIFORNIA FOR THE DESIGN AND IMPLEMENTATION OF THE NEW CHILD WELFARE SYSTEM – NEW SYSTEM**

**SUBJECT**

The Department of Children and Family Services (DCFS) seeks the Board's approval and execution by the Chairman of two State agreements for DCFS to provide consulting and technical assistance to the State of California. One with the California Office of Systems Integration (OSI) and one with the California Department of Social Services (CDSS), to work on a project to replace the current Child Welfare Services/Case Management System (CWS/CMS) with the Child Welfare Services-New System (CWS-NS). Both State departments will reimburse DCFS the salaries and benefit costs for the two subject matter experts (SMEs) relocated to Sacramento, CA to work on this project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Instruct the Chairman to sign and adopt on behalf of your Board the attached State Board Resolution (Attachment A) in order to obtain Board approval as required by OSI.
2. Approve and instruct the Chairman to execute OSI's Standard Agreement Number 75319311 (Attachment B) to reimburse the County for the cost for one technical consultant for three years effective July 1, 2013, through June 30, 2016.
3. Approve and instruct the Chairman to execute CDSS's Agreement Number 13-1001 (Attachment C) to reimburse the County for the cost of one technical consultant for two years effective July 1, 2013, through June 30, 2015.

4. Delegate authority to the Director of DCFS or his designee to execute amendments to change contract terms and conditions or statement of work for both agreements. The approval of County Counsel will be obtained prior to amending the agreements, and the Director will notify the Board and the CEO in writing within ten business days after execution of any amendments to these agreements.
5. Approve interim ordinance authority for DCFS, pursuant to County Code Section 6.06.020, for one revenue offset Children Services Administrator II and one revenue offset Assistant Regional Administrator to fill behind the staff being loaned, pending allocation by CEO Compensation Policy Division, and approve hiring authority for DCFS to fill these positions.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Effective July 1, 2013, the State of California will be starting the process of replacing the current Child Welfare Services/Case Management System (CWS/CMS), which was implemented in 1996, with the Child Welfare Services-New System (CWS-NS).

The primary reason for replacing CWS/CMS is its non-compliance with the Federal Statewide Automated Child Welfare Information System (SACWIS) requirements.

This non-compliance can cause:

- o risk of loss of Federally enhanced funding to both the State and Counties for Electronic Data Processing equipment and software
- o lengthy timeframes to make changes due to the system's rigid architecture
- o CWS/CMS not fully supporting DCFS' critical child welfare operations requiring over 100 internal DCFS electronic systems
- o our CSWs to have inappropriate technological tools or no access to all the relevant information in one single application to effectively perform their jobs

Approval of the recommended actions will ensure County of Los Angeles specific requirements are included in the design and development of the CWS-NS. Both OSI and CDSS have requested DCFS staff to assist as SMEs to provide consulting and technical services. County representation is essential in the design and development of this project as the County has developed many external systems for utilization in its program service delivery unique to the County's population. Since the County has approximately 40 percent of the Statewide Child Welfare caseload, it is essential we have an opportunity to ensure our perspective and programmatic record keeping requirements are incorporated in the new system.

The two Consultants selected for this project were identified based upon their expertise, practical experience and willingness to travel as needed.

- o OSI requested one Consultant at the level of an Assistant Regional Administrator (ARA) to provide consultant services for three years, from July 1, 2013, through June 30, 2016.

o CDSS requested one Consultant at the level of a Children Services Administrator II (CSA II) to provide consultant services for two years, from July 1, 2013, through June 30, 2015.

Both agreements include language allowing the County to provide suitable replacements, should the selected staff become unable to perform due to illness, resignation, or other factors. OSI and CDSS require a Resolution authorizing the Chairman of the Board to sign and enter into the Agreements.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals No. 1: Operational Effectiveness. The recommended actions will provide direct County representation into the new design of the CWS-NS system.

### **FISCAL IMPACT/FINANCING**

There is no cost to the County of Los Angeles. OSI will reimburse the County at 100 percent of the cost of the salary and benefits for one Assistant Regional Administrator (ARA) for the three-year Agreement, effective July 1, 2013, through June 30, 2016. The maximum amount allocated by OSI is \$645,321, of which \$211,234 is allocated for FY 2013-14, \$217,043 is allocated for FY 2014-15, and \$217,043 is allocated for FY 2015-16.

CDSS will also reimburse the County at 100 percent of the cost of the salary and benefits for one Children Services Administrator II (CSA II) for the two-year Agreement, effective July 1, 2013, through June 30, 2015. The maximum amount allocated by CDSS is \$287,761, of which \$141,929 is allocated for FY 2013-14, and \$145,832 is allocated for FY 2014-15.

The revenue received from OSI and CDSS will offset the cost of the two ordinance positions being requested to fill behind the loaned staff. These items will be requested in the FY 2013-14 Adopted Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

California Government Code Section 19050.8 allows the provisions of employees for a period of up to four years between jurisdictions for purposes of enabling an agency to obtain expertise needed to meet a compelling program or management need. Since the new system (CWS-NS) will be used statewide by all counties, it is a compelling program within the meaning of California Government Code Section 19050.8.

The California Welfare and Institutions Code Section 16501.5 mandates utilization of the current CWS/CMS as the automated system for comprehensive information technology case management and reporting capabilities for child welfare services. The current system is outdated requiring replacement by the new CWS-NS. The CWS-NS will facilitate California's compliance with the federal Statewide Automated Child Welfare Information System (SACWIS) standards.

The Chief Executive Officer (CEO), the Chief Information Officer (CIO), and County Counsel have reviewed this Board letter and Agreements. The Agreements have been approved as to form by County Counsel. The CIO supports DCFS participation in designing the new system.

## **CONTRACTING PROCESS**

No contracting process is required. OSI and CDSS will reimburse the County for the salary and benefit costs.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

If the recommended actions are not approved, the County will not be able to provide OSI and CDSS with critical pertinent information as it relates to the County's interest in the development and implementation of the CSW-NS system.

## **CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and five executed Contracts to:

1. Department of Children and Family Services  
Eddie Ota, Section Manager  
County of Los Angeles- Department of Children and Family Services  
Contract Services Bureau  
Contracts Administration Division  
425 Shatto Place, Room 401  
Los Angeles, CA 90020

The Executive Officer, Board of Supervisors is requested to send one adopted stamped Board letter to:

2. California Office of Systems Integration  
Judy Wong, Acquisition Center  
2525 Natomos Park Drive, Suite 200  
Sacramento, CA 95833

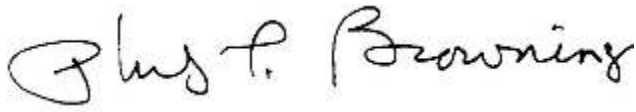
3. California Department of Social Services  
CWS-New System Project  
Paula Rockwell, Program Manager  
CMS-New System Project  
744 P Street, MS 8-5-75  
Sacramento, CA 95814

The Honorable Board of Supervisors

6/4/2013

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Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Director

PLB:FD:CMM

EM:EO:gjb

Enclosures

c: Chief Executive Officer  
Chief Information Officer  
County Counsel  
Executive Officer, Board of Supervisors

This resolution must be adopted in order to certify the approval of the Governing Board

**RESOLUTION**

Be it resolved that the Governing Board of Supervisors hereby authorizes the person(s) who is/are listed below, to sign the transactions for the Governing Board to enter into Agreement Number 75319311 with the State of California Office of Systems Integration (OSI) and Agreement Number 13-1001 with the California Department of Social Services (CDSS) for the purpose of providing technical consultant services for the development and implementation of the Child Welfare Services – New System (CWS-NS).

\_\_\_\_\_  
Chairman  
Los Angeles County Board of Supervisors

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

I, Sachi A. Hamai, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles, California, certify that the foregoing is a full, true and correct copy of the resolution adopted by said Board.

SACHI A. HAMAI, Executive Officer-Clerk of the Board of  
Supervisors of the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY COUNTY COUNSEL:  
JOHN KRATTLI

  
\_\_\_\_\_  
By David Beaudet, Senior Deputy County Counsel

AGREEMENT NUMBER

**75319311**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Systems Integration

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this

Agreement is:

July 1, 2013 or date approved by the Department of General Services, through  
June 30, 2016 or 36 months

3. The maximum amount  
of this Agreement is:

\$724,520.72

Seven Hundred Twenty Four Thousand, Five Hundred Twenty Dollars and Seventy Two  
Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work ..... 4 Pages

Exhibit B - Budget Detail and Payment Provisions ..... 3 Pages

Exhibit B - Budget Detail, Attachment 1 ..... 1 Page

Exhibit C\* - General Terms and Conditions (GTC-610) ..... 1 Page

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) . 4 Pages

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Monthly Status Report Template ..... 1 Page

Exhibit E Attachment 1 – Monthly Status Report Template Sample ..... 1 Page

Attachment 1 Resume ..... 2 Pages

CCC-307 – Contractor Certification Clauses ..... 4 Pages

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Ridley-Thomas, Chairman, Los Angeles County

ADDRESS

500 West Temple Street, Suite 383, Los Angeles, CA 90012

**STATE OF CALIFORNIA**

AGENCY NAME

Office of Systems Integration

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Shell Culp, Chief Deputy Director

ADDRESS

2525 Natomas Park Drive, Suite 200, Sacramento, CA 95833

**California Department of General  
Services Use Only**

☐ Exempt per:

## **EXHIBIT A SCOPE OF WORK**

### **1. TERM**

The term of this contract is effective from July 1, 2013 or date approved by the Department of General Services, through June 30, 2016.

The Contractor will not be authorized to deliver or commence performance of services as described in the contract until written approval has been obtained from all entities. Any delivery of performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor.

### **2. COST**

The total cost of this Agreement cannot exceed \$724,520.72.

### **3. LOCATION AND WORK HOURS**

The County Employee's headquarters for the term of this Agreement will be at 3775 North Freeway Boulevard, Sacramento, California 95834. However, the County Employee may be required to relocate during the term of this Agreement. Duties may require the County Employee to travel occasionally to other locations throughout the State as directed by the Assistant Deputy Director of the CWS-NS Project or his/her designee.

With the exception of State holidays, the contracted services shall be provided during normal State business hours (Monday through Friday, 8 a.m. to 5 p.m.), unless otherwise authorized in writing.

### **4. DESCRIPTION OF SERVICES**

The County of Los Angeles (Contractor [hereinafter referred to as "County"]) agrees to provide County Employee, Maricruz Treviño, to deliver Subject Matter Expert (SME) services to the Office of Systems Integration (OSI) as described herein:

- A. Under the direction of the Assistant Deputy Director of the Child Welfare Services New System (CWS-NS) Project the County Employee performs analytical and technical work on the implementation of the CWS-NS. The County Employee is responsible for providing valuable knowledge and experience to ensure that the CWS-NS is effective, economical, and efficient within the county and State child welfare and adoptions setting; is consistent with program policies and business practices; supports the achievement of program outcomes; and meets the needs of end users. The County Employee has a key role in facilitating ongoing communication with the counties/regional groups and ensuring the county/program perspective is represented in project documentation, requirements deliverables, and communications.



## 5. TASKS

The County Employee shall work with State staff and vendors as part of the team that implements the CWS-NS and shall provide the following tasks.

- 1) Presents an oral report bi-weekly to the CWS-NS Assistant Deputy Director or designee that includes:
  - An overview of activities accomplished
  - Activities planned
  - Schedule
- 2) Prepare and submit Monthly Status Reports (MSR) including:
  - Dates worked
  - Hours worked by task
  - Description of activities
- 3) Participates, analyzes, and recommends business practice requirements during requirements development and validation. Participates and assists in the detailed design and provides gap analysis on the CWS-NS. Recommends and/or develops changes to the CWS-NS requirements and/or design.
- 4) Analyzes legislation, regulations, and court decisions in regard to impact on the CWS-NS and performs ongoing review and revision of the CWS-NS requirements and business process workflows, activities and business rules to ensure they remain in alignment with current policy and legislation.
- 5) Acts in the capacity of a SME to ensure the CWS-NS meets federal, State, and county program fiscal, and business needs. Provides input to supervisors on programmatic problems or issues as they arise.
- 6) Assists in developing, revising and reviewing all CWS-NS documentation related to program descriptions, needs, performance measures, and outcomes.
- 7) Assists in developing State and federal control agency documents including Advance Planning Documents, Special Project Requests, and procurement documents (e.g., Request for Proposal). Participates in the CWS-NS solicitation process. Performs research and develops recommendations to clarify requirements and other business practice information based on bidder questions during solicitation. Participates in the bidders' conference, confidential discussions with bidders, and evaluation of proposals and/or offers, including demonstrations.
- 8) Provides subject matter expertise on business process improvement efforts and enhancements to CWS program forms and reports to be produced by the CWS-NS. Identifies and reports potential impacts, issues,

and risks associated with the process improvement effort as well as enhancing forms and reports.

- 9) Assists in the implementation and execution of organizational change management activities to promote change among child welfare services workers and other county stakeholders prior to and during the deployment of the CWS-NS.
- 10) Participates in the implementation of the CWS-NS by preparing for county and State transition from the Child Welfare Services/Case Management System to the CWS-NS and assists in the identification of potential problems and issues that may arise from this transition.
- 11) Assists in the review of materials and deliverables developed by the CWS-NS Systems Integrator during the design, development, test, and implementation phases.
- 12) Assists in the development of All County Letters and Informational Notices related to program needs, such as county inquiries, information dissemination, and policy and process changes required for the CWS-NS Project.
- 13) Meets with team members, project executives, county committees, and other stakeholders on a variety of project related matters. Prepares presentations for various CWS-NS stakeholders as needed.
- 14) Identifies stakeholder communication needs. Assists in the development of appropriate stakeholder communication and communication methods.
- 15) Coordinates and facilitates the involvement of county staff in all project activities.
- 16) Travels as necessary to attend meetings, obtain training, assist in the deployment of the CWS-NS, and other project activities, as approved by the CWS-NS management.
- 17) Perform as-needed tasks and services, such as, ad hoc issue papers, briefings, presentations, analyses, reports, and lessons learned sessions in support of the CWS-NS Project.
- 18) Prepare and submit a Final Status Report which includes:
  - Summary of project activities, tasks and deliverables
  - Project accomplishments
  - Lessons learned including what went well, what did not go well and recommendations for improvement

## 6. DELIVERABLES AND DUE DATES

Deliverable	Due Date
Monthly Written Status Report (Exhibit E)  Prepare and submit Monthly Status Reports (MSR) including: <ul style="list-style-type: none"> <li>• Dates worked</li> <li>• Hours worked by task</li> <li>• Description of activities</li> </ul>	Monthly, by the tenth (10th) calendar day of each month
Final Status Report  Prepare and submit Final Status Report at close of the contract that includes: <ul style="list-style-type: none"> <li>• Summary of project activities, tasks and deliverables</li> <li>• Project accomplishments</li> <li>• Lessons learned including what went well, what did not go well and recommendations for improvement</li> </ul>	Fifteen (15) calendar days prior to the expiration of the Agreement

## 7. PROJECT REPRESENTATIVES

The project representatives during the term of this Agreement will be:

State Agency: Office of Systems Integration	County: County of Los Angeles
Name: Gerald Yee Assistant Deputy Director	Name: Cecilia Custodio Division Chief, Business Information Systems
Phone: (916) 263-4275	Phone: (562) 345-6607
Fax: (916) 263-4284	Fax: (562) 406-2143
Email: Gerald.Yee@osi.ca.gov	Email: custoc@dcfs.lacounty.gov

Direct all contractual inquiries to:

State Agency: Office of Systems Integration	County: County of Los Angeles
Section/Unit: Acquisition Center	Section/Unit: Section 3 Contracts Administration Division
Attention: Judy Wong	Attention: Eddie Ota, Section Manager
Address: 2535 Capitol Oaks Drive, Suite 120 Sacramento, CA 95833	Address: 425 Shatto Place Los Angeles CA 90020
Phone: (916) 263-3264	Phone: (213) 351-5555
Fax: (916) 263-0727	Fax: (213) 637-4556
Email: Judy.Wong@osi.ca.gov	Email: otae@dcfs.lacounty.gov

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. INVOICING AND PAYMENT**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, OSI agrees to compensate the County for actual expenditures incurred in accordance with the rates specified in Exhibit B, Budget Detail, Attachment 1.
- B. Invoices shall be submitted not more frequently than monthly in arrears and shall identify the Agreement Number 75319311. Invoices that do not contain this information will be returned to the County with an Invoice Dispute Notification requesting the information to be added to the invoices. The invoices must include copies of the County Employee's timesheets approved and signed by the Assistant Deputy Director of the CWS-NS Project or his/her designee.
- C. Invoices shall be submitted in triplicate to:
  - Office of Systems Integration
  - Attention: Accounting
  - 2525 Natomas Park Drive, Suite 200
  - Sacramento, CA 95833
- D. The County Employee shall be entitled to short term per diem for the period of time when he/she travels due to CWS-NS project activities. Upon submission of a completed Travel Expense Claim by the County Employee, the State agrees to reimburse the County Employee directly for all short term per diem related travel costs that are necessary to fulfill the terms of this Agreement. Such reimbursements shall be in accordance with the provisions of the California Department of Human Resources, Regulation 599.619(a).

The County Employee shall be entitled to long term per diem for the period of time he/she is displaced from their home County to fulfill the terms of this Agreement. Such costs are to be included in the monthly invoice specified in Exhibit B, section 1(A). Upon approval of the monthly invoice, the State agrees to reimburse the County for all related long term travel costs. The County is responsible for retaining and providing all Travel Expense Claims upon the State's request. Such reimbursements shall be in accordance with the provisions of the California Department of Human Resources, Regulation 599.619(b).

Applicable reimbursement rates and Travel Expense Claim forms will be provided to the County by the State. Both the County and the County Employee must adhere to all California Department of Human Resources regulations related to travel reimbursement for excluded employees

- E. Remittance for any claims on this Agreement shall be submitted to:

County of Los Angeles  
Department of Children and Family Services  
425 Shatto Place, Room 204  
Los Angeles, CA 90020  
Attention: Revenue and Claiming

- F. Changes to the line item budget (Budget Detail, Attachment 1) may be made provided the County adequately documents the need for change and all the following requirements are met:

- (1) Adjustments in the aggregate to any individual line item cannot exceed \$20,000 or ten (10) percent of the total Agreement amount, whichever is less.
- (2) The total amount of the Agreement does not change.
- (3) The County submits a written request to the Assistant Deputy Director of the CWS-NS Project or his/her designee for budget/program modification(s); explains the need for the change(s); and specifically identifies the item(s) to be reduced or increased.
- (4) The Assistant Deputy Director of the CWS-NS Project or his/her designee approves the change(s) in writing. The OSI reserves the right to deny requests for reimbursement in excess of any line item in the budget.
- (5) Any budget changes not meeting the above conditions may be made in the form of an amendment to this Agreement.

- G. The OSI reserves the right to review service levels and billing procedures insofar as they impact changes to this Agreement.
- H. All invoicing for services must be received by the OSI within 90 days of the State fiscal year end date, June 30.
- I. The **final invoice** must be received by OSI within 90 days of contract expiration or termination. The final invoice must also include the Statement, "Final Billing".

2. BUDGET CONTINGENCY

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under this Agreement and the County shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel
- C. This Agreement with no liability occurring to the State, or offer an agreement to the County to reflect a reduction in the amount.

3. CONTRACT WITH FEDERAL FUNDS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitation, or conditions enacted by the Congress or any statute enacted by Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**EXHIBIT B**  
**BUDGET DETAIL**  
**ATTACHMENT 1**

<b>County Consultant: (Employee Name)</b>	<b>SFY 2013/14</b>	<b>SFY 2014/15</b>	<b>SFY 2015/16</b>	<b>TOTAL</b>
<b>(Actual months and costs per fiscal year to be adjusted to actual term of Agreement)</b>	<b>7/1/13 – 6/30/14 (12 months)</b>	<b>7/1/14 – 6/30/15 (12 months)</b>	<b>7/1/15 – 6/30/16 (12 months)</b>	
<b>Salary</b>				
Base (Monthly \$)	\$127,075.76	\$130,570.35	\$130,570.35	\$388,216.46
COLA	\$3,812.27	\$3,917.11	\$3,917.11	\$11,646.49
Overtime*	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Salary</b>	<b>\$130,888.03</b>	<b>\$134,487.46</b>	<b>\$134,487.46</b>	<b>\$399,862.95</b>
<b>Benefits</b>				
Retirement	\$24,625.74	\$25,302.95	\$25,302.95	\$75,231.64
FICA Contribution	\$1,897.88	\$1,950.07	\$1,950.07	\$5,798.01
Retiree Health Insurance	\$10,944.28	\$11,245.25	\$11,245.25	\$33,434.78
Health Insurance	\$1,232.57	\$1,266.47	\$1,266.47	\$3,765.51
Dental Buy-Down	\$517.19	\$531.41	\$531.41	\$1,580.02
Disability	\$973.53	\$1,000.31	\$1,000.31	\$2,974.15
Long Term Disability	\$359.46	\$369.35	\$369.35	\$1,098.16
Life Insurance-Split Dollar	\$48.15	\$49.47	\$49.47	\$147.08
Unemployment Insurance	\$86.54	\$88.92	\$88.92	\$264.39
Workers' Compensation	\$6,048.85	\$6,215.19	\$6,215.19	\$18,479.23
Thrift Plan-Horizons 457	\$5,235.52	\$5,379.50	\$5,379.50	\$15,994.52
Savings Plan 401	\$6,125.56	\$6,294.01	\$6,294.01	\$18,713.59
Megaflex Benefit Plan	\$22,250.97	\$22,862.87	\$22,862.87	\$67,976.70
<b>Total Benefits</b>	<b>\$80,346.24</b>	<b>\$82,555.77</b>	<b>\$82,555.77</b>	<b>\$245,457.78</b>
<b>Total Salary &amp; Benefits</b>	<b>\$211,234.27</b>	<b>\$217,043.23</b>	<b>\$217,043.23</b>	<b>\$645,320.73</b>
<b>Long Term Travel</b>				
<b>Total Long Term Travel</b>	<b>\$26,400</b>	<b>\$26,400</b>	<b>\$26,400</b>	<b>\$79,200</b>
<b>GRAND TOTAL (Salary, Benefits, Travel)</b>	<b>\$237,634.28</b>	<b>\$243,443.22</b>	<b>\$243,443.22</b>	<b>\$724,520.72</b>

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS (GTCs)**

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions, GTC-610, are incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).



EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

1. **PERFORMANCE COMMENCEMENT**

This Agreement is of no force or effect until signed by both parties, and approved by the Department of General Services, if required. Performance may not commence until such approval has been obtained.

2. **AMENDMENTS**

The parties may amend this Agreement as permissible by law.

3. **TERMINATION WITHOUT CAUSE**

This Agreement may be terminated by either party without cause upon 30 days written notice to the other party.

4. **CERTIFICATION REGARDING LOBBYING**

For agreements with contractors who are State entities not under the authority of the Governor, or counties, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the California Department of Social Services (CDSS) to perform services, the County agrees to sign and submit to CDSS the "Certification Regarding Lobbying" form which is being forwarded to the County with this Agreement. (Section 1352, Title 31 of the U.S. Code)

5. **RETENTION OF PERMANENT COUNTY POSITION & SERVICE CREDIT**

The County Employee shall retain their permanent position as a <Employee Title> during the term of this Agreement. The period during which the County Employee renders services pursuant to this Agreement shall be credited by the County to the County Employee for purposes of determining seniority, promotional status, retirement date, and other employee benefits.

6. **RIGHTS TO RETURN TO PREVIOUS PERMANENT POSITION**

Upon termination or expiration of this Agreement, the County Employee shall return to their permanent position as a <Employee Title> in the County department in which they worked prior to this Agreement, at the step at which the County Employee would have been eligible.

7. **RIGHTS TO COMPETE IN EXAMS**

The County Employee maintains all rights to compete in the County's open and promotional exams and State open exams.

8. COUNTY EMPLOYEE LEAVE REPORTING

The County Employee shall report leave usage to their County while working for the OSI.

9. WORK RULES

The County Employee shall abide by the State and/or the OSI work rules, policies, and/or practices. Where conflicts may occur with the County's work rules, policies and/or practices, the State and/or the OSI rules shall apply.

10. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700

A. The County Employee is subject to the following incompatible activities provision of Government Code 1126 during the term of this Agreement:

“(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board, or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”

B. Any employment or other arrangement for compensated services by the County Employee with a CWS-NS contractor, during the County Employee's assignment to the OSI, shall be deemed an incompatible activity within the meaning of Government Code Section 1126, subsection (a), and is prohibited during the term of this Agreement.

C. The County Employee is subject to the State conflict of interest programs, and as such will be required to complete the Statement of Economic Interests, Form 700.

11. OSI ACCEPTABLE USE SECURITY POLICY AND ACKNOWLEDGEMENT FORM

In accordance with the OSI Acceptable Use Security Policy, County Employee's authorized to use State-owned or leased equipment or facilities are required to read the OSI Acceptable Use Security Policy and sign the OSI Acceptable Use Security Policy Acknowledgement form.

## 12. SUBSTITUTE PERSONNEL

In the event that the County Employee is unable to perform their duties due to illness, resignation, or other factors beyond the County's control, the County agrees to make every reasonable effort to provide suitable personnel. The substitute personnel must meet all the requirements and must be approved by the Assistant Deputy Director of the CWS-NS Project or his/her designee prior to starting work.

## 13. PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA

All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to the County Employee in order to carry out this Agreement, or which become available to the County Employee in carrying out this Agreement, shall be protected by County and the County Employee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the County and the County Employee. If the methods and procedures employed by the County and the County Employee for the protection of the County and County Employee's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State, to carry out the intent of this paragraph. The County and the County Employee shall not be required under the provisions of this paragraph to keep confidential any data or information which is or become publicly available, is already rightfully in the County or County Employee's possession, is independently developed by the County or the County Employee outside the scope of this Agreement, or is rightfully obtained from third parties.

## 14. EQUIPMENT

The OSI will provide the County Employee with a fully configured computer workstation (laptop) to be used for all work performed under this Agreement. The computer workstation (laptop) must be returned to the OSI upon termination of this Agreement.

## 15. SETTLEMENT OF DISPUTES

In the event of a dispute, the County shall file a written dispute notice with the Assistant Deputy Director of the CWS-NS Project within ten (10) business days of discovery of the problem.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language.

Pending resolution of any dispute, the County Employee shall diligently continue all work and comply with all of the representative's orders and directions.

A. The written dispute notice shall contain the following information:

- 1) The decision under dispute.
- 2) The reason(s) the County believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions).
- 3) Identification of all documents and substance of all oral communication that support the County's position.
- 4) The dollar amount in dispute, if applicable.

B. Upon receipt of the written dispute notice, the Assistant Deputy Director of the CWS-NS Project or his/her designee will examine the matter and issue a written decision to the County within ten (10) business days. The decision shall contain the following information:

- 1) A description of the dispute.
- 2) A reference to pertinent Agreement provisions, if applicable.
- 3) A Statement of the factual areas of the agreement or disagreement.
- 4) A Statement of the representative's decision with supporting rationale.

C. The decision of the Assistant Deputy Director of the CWS-NS Project or his/her designee shall be final unless, within 30 calendar days from the date of the receipt of the Assistant Deputy Director of the CWS-NS Project, the County files with the OSI a notice of appeal addressed to:

Office of Systems Integration  
Attn: OSI Director  
2525 Natomas Park Drive, Suite 200  
Sacramento, CA 95833

The decision of the OSI Director or the OSI Director's designee shall be final.



**EXHIBIT E**  
**(Standard Agreement)**  
**Monthly Status Report Template**

<b>Project Name:</b>	
<b>Contractor Name:</b>	
<b>Month and Year:</b>	

Date	Task Number	Hours Worked	Description of Activities

**Total Hours Worked** \_\_\_\_\_

**Consultant Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CWS-NS Assistant Deputy Director/Designee Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Monthly Status Report Template Sample

[illegible]

**Total Hours Worked** \_\_\_\_\_

**Consultant Signature**\_\_\_\_\_ **Date:** \_\_\_\_\_

**CWS-NS Assistant Deputy Director/Designee Signature**\_\_\_\_\_ **Date:** \_\_\_\_\_

## Attachment 1 - Resume

# Maricruz Treviño

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473 Cedar Crest Ave.,  
Claremont, CA 91711  
[trevim@dcfs.lacounty.gov](mailto:trevim@dcfs.lacounty.gov)

Office: 323-226-2303  
Blackberry: 626-221-6780  
Personal Cell: 909-374-5689

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## PROFESSIONAL PROFILE

July 2012 to current: **Project Manager/Director** for the newly created 23-hour *Children's Welcome Center*, which is an extension of the ERCP, and is an inter-agency collaboration between the Departments of Children and Family Services, Health Services, Mental Health and Public Health, and operates on a 24/7 basis, designed to meet the immediate crisis needs of children who have 1) been detained into temporary custody, or 2) suffered a placement disruption, and are waiting to be placed in out of home care. The CWC has a capacity for up to 15 children ages 0-11, with consideration to older siblings and teenage mothers and their infants.

July 2011 to June 2012: **Division Chief (Acting)** managing the day-to-day operations of the afterhours county-wide DCFS Emergency Response Command Post (ERCP) program, supervising professional and support staff of approximately 180. During this tenure, was directly and actively involved in the Executive Team's response to the LA County Auditor-Controllers and the State investigation regarding allegations that ERCP was "running an unlicensed shelter." Conceptualized and collaborated with the Bureau of Information Services (BIS) to create the first ERCP electronic log for the children that await placement at ERCP. Also conceptualized the first ERCP SCSW electronic log for the assignment of new referrals. Formed the Child Fatality Team at ERCP, and brought relevant training to ERCP afterhours.

January – June 2011: Special assignment as **Assistant Project Manager** of the "*Phase IV Referrals Over 60 Backlog Project*" – handling the day-to-day operations of the project to safely disposition approximately over 2,200 delinquent ER referrals from four DCFS Regional offices.

September 2007 to December 2010: **Assistant Regional Administrator** at the DCFS Glendora Office, SPA3. Supervised a section of 7-9 Supervising Children's Social Workers and approximately 35-45 Children's Social Workers, plus support staff, in all three programs: Emergency Response, Family Reunification and Maintenance, and Dependency Investigations, working in accordance with the Departmental values of improving safety for children, improving timelines to permanency with the first option being reunification, and

reducing reliance on detention as the only method to assure safety and well-being for children.

## **EMPLOYMENT HISTORY**

### Department of Children and Family Services – 1990

- Assistant Regional Administrator (2007 to present)
- Supervising Children's Social Worker (2001 to 2007)
- Children's Social Worker, Trainee, I, II, III (1990 to 2001)

### Fox TV (formerly KTTV Channel 11) – 1987 - 1989

- Spanish Simultaneous Interpreter for the nightly 10 O'clock Newscast -- member of AFTRA
- Assistant to the Director of News Operations

### XEGM Radio Todo – Spanish Language Radio Station 1985-1987

- Writer, producer, announcer of Spanish language programs
- Advertising, marketing and sales

### CARMA Productions Company – 1984-1985

- Writer, producer, for Spanish radio and commercials & sales

### Latin Link Advertising – 1983-1984

- Advertising sales for the Hispanic market.

### Equitable Life Insurance - 1981-1982

- Life Insurance sales.

## **EDUCATION**

- Leaders in Action (LIA) Class 7 (January – May 2011) – an executive training development program sponsored by SACHS.
- Countless hours of training in Child Welfare and social work; and most recently a 3 ½-day course on "Masterful Coaching," and a very inspiring and enlightening 3-day training on "Undoing Racism."
- Landmark Education - 2006 – the curriculum series.
- Citrus Community College – Public Relations Class - 2009
- UCLA – Bachelor of Arts in Psychology – 1980

**CCC-307****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period

because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO**

**REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



AGREEMENT NUMBER

**13-1001**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

The County of Los Angeles

2. The term of this Agreement is: 7/01/2013 through 06/30/2015

3. The maximum amount of this Agreement is: \$ 287,761.00  
Two Hundred Eighty-Seven Thousand Seven Hundred Sixty-One Dollars and 00/100.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A – Attachment 1, Resume'	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B – Attachment 1, Budget Summary	1 page
Exhibit C* – General Terms and Conditions	GTC - 610

Check mark one item below as Exhibit D:

<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	

Exhibit E – Additional Provisions	1 page
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Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

The County of Los Angeles

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Ridley-Thomas, Chairman of the Board of Supervisors

ADDRESS

383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Social Services

BY (Authorized Signature)

  
PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Dougherty, Chief, Financial Management and Contracts Branch

ADDRESS

744 P Street, M.S. 8-14-747, Sacramento, CA 95814

California Department of General  
Services Use Only

☐ Exempt per:

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

A. Contractor agrees to provide to the California Department of Social Services (CDSS) program expertise and assistance as a county representative and liaison to the CDSS for the Child Welfare Services-New System Project (CWS-NS), as described herein:

B. The project representatives during the term of this agreement will be:

California Department of Social Services  
CWS-New System Project  
Paula Rockwell, Program Manager  
CMS-New System Project  
744 P Street, MS 9-12-83  
Sacramento, CA 95814  
Telephone: (916) 651-7881  
Fax: (916) 651-6246  
paula.rockwell@dss.ca.gov

County of Los Angeles  
Philip L. Browning, Director  
425 Shatto Place  
Los Angeles, CA 90020  
Telephone: (213) 351-5600  
Fax: (213) 637-4556  
PBrowning@dcfs.lacounty.gov

C. Contractor's Responsibilities

1. Assist to ensure that the CWS-New System Project is effective; is consistent with program policies and business practices; and meets the needs of end users.
2. Seek CDSS input on system gaps and needs within the planned functional changes.
3. Attend county regional meetings to seek input or provide feedback on decision and resolution to issues. Provide continuous and consistent representation at county regional meetings via conference calls.
4. Participate in providing on-going CDSS communication to counties on development of the CWS-New System Project.
5. Recruit and coordinate participation of county staff in workgroups, rapid response teams or committees for design and implementation of the CWS-New System Project.
6. Provide analysis and make recommendations on programmatic problems or issues as they arise.
7. Work with counties to ensure that future system development fully meets the business requirements of the counties, programs, State and federal governments in the most efficient and effective manner possible. Review documentation and make recommendations. Provide consultation and participate in workgroup validation meetings.
8. Meet locally with a representative of counties on a regular basis in order to validate ongoing communication with county management.
9. Develop and present briefings, trainings and/or status updates as needed.
10. Assist in the development of All-County Letters, Informational Notices and training materials.
11. Provide suggested changes to all required document sections related to program descriptions, needs, or outcomes developed in relationship to the CWS-New System Project.
12. Travel as necessary to attend county meetings, including, but not limited to, governance, technical, user, advisory, training, steering, oversight and strategic in nature.

**EXHIBIT A**  
**(Standard Agreement)**

13. Available for weekly conference call status meetings. If the Contractor is not available for the prearranged call, he/she must notify the CWS-New System Project Chief ahead of time of his/her inability to participate.
14. Attend regular onsite meetings at the project site.
15. Facilitate county or stakeholder workgroups as needed.
16. In the event that the County Employee is unable to perform their duties due to illness, resignation, or other factors beyond the County's control, the County agrees to make every reasonable attempt to provide suitable personnel. The substitute personnel must meet all the requirements and must be approved by the State prior to starting work.

**D. CDSS Responsibilities**

1. Designate a person to whom the Contractor's communications may be addressed and who has the authority to act on all aspects of the services. This person will review the Scope of Work and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. Provide information regarding the business structure of the CDSS as needed by the Contractor to provide the services under this Agreement.
3. Provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform his/her obligations under this Scope of Work.

VICKI MOORE

veemoore@sbcglobal.net

310-704-2525 Cell  
213-739-6434 WK

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### **Profile of Experience**

- Comprehensive experience in providing specialized staff assistance to Bureau Chief, Deputy Director, Regional Director, Regional Administrators in executing Departmental goals, initiatives, staffing, budgeting, and resolving day to day operational issues.
- Experienced in all aspects of staff management including development, discipline, evaluation and labor relations.
- Developed tracking systems for key performance indicators and provided complex analysis which assisted in improving underperformance which positively affected departmental outcomes for children and families. Prepared reports on workload and procedure.
- Skilled in managing, coordinating, and writing responses to Board of Supervisors assignments. Knowledgeable in responding to sensitive and controversial inquiries and complaints on behalf of Bureau Chief and Regional Administrator.
- Assisted in formulating strategies, implementing and analyzing performance of Departmental MAPP goals, programs and policies that are aligned with Departmental objectives and outcomes.
- Directed and participated in the analysis of Federal and State legislations to determine the effect of required changes on Child Welfare Services. Developed strategies to implement changes and prepared directives and instructions dictated by these regulation changes.
- Participated on numerous work groups and represented the department with other counties, community groups and the State of California Legislation meetings.

### **Attributes**

- |                                |                                |
|--------------------------------|--------------------------------|
| ➤ Team Player                  | ➤ Computer Literate            |
| ➤ Excellent /Oral Communicator | ➤ Self Starter                 |
| ➤ Well Organized               | ➤ Self Sufficient              |
| ➤ Provides Vision              | ➤ Performance Based Management |

### **Education**

Master of Business Administration  
The University of Phoenix  
May 1999

### **Work Experience**

Department of Children and Family Services North Hollywood Office 425 Shatto Pl Los Angeles, CA	June 2012-Present Children Services Administrator 11 Supervisor: Cynthia McCoy Miller Senior Deputy Director
Department of Children and Family Services North Hollywood Office 12020 Chandler Ave North Hollywood, CA	February 2004-June 2012 Children Services Administrator 1 Supervisor: Dawna Yokoyama Regional Administrator
Department of Children and Family Services Service Bureau 1 425 Shatto Pl. Los Angeles, CA 90020	April 2003-February 2004 Children Services Administrator 1 Supervisor: Paul Freedlund Bureau Chief
Department of Children and Family Services Regional Directors Office 4060 Watson Plaza Drive Lakewood, CA 90712	October 2001-April 2003 Children Services Administrator 1 Supervisor: Cynthia McCoy Miller Regional Director
Department of Children and Family Services Revenue Enhancement 800 S. Barranca Covina, CA 91732	April 1998-October 2001 Human Services Administrator 1 Supervisor: Teresa Arevalo HSA III
Department of Children and Family Services Revenue Enhancement 800 S. Barranca Covina, CA 91732	July 1996-April 1998 Staff Development Specialist Supervisor: Cynthia McCoy Miller Division Chief

*References Upon Request*

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The maximum amount payable under this agreement shall not exceed \$ 287,761.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):  
  
2013/14      \$ 141,929.00  
2014/15      \$ 145,832.00
2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.
3. Reimbursement for necessary travel expenses and per diem shall be made from funds within this Agreement and shall be set in accordance with the rates of the California Department of Human Resources for comparable classes. Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by CDSS. The Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.
4. Invoices shall include the Agreement Number 13-1001 and Index Code 2530 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services  
CWS- New System Project  
744 P Street, MS 8-5-75  
Sacramento, CA 95814  
Attn: Ronald Leslie

Pursuant to Office of Management and Budget (OMB) Circular A-133, the Contractor shall provide the sub-recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the following CFDA Numbers and Program Titles:

CFDA NUMBER: 93.558  
CFDA Program Title: Temporary Assistance for Needy Families (TANF)

CFDA NUMBER: 93.658  
CFDA Program Title: Foster Care – Title IV-E

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

**B. State Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**EXHIBIT B**  
**(Standard Agreement)**

**C. For Contract with Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

**D. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**E. Review**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**F. Final Billing**

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

**G. Nonresident Tax Withholdings**

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

**County of Los Angeles (Dept. of Children and Family Services)**

**BUDGET**

07/1/2013 THROUGH 06/30/2015

	<b>FY 2013/14</b>	<b>FY 2014/15</b>	<b>Total</b>
	7/1/13- 6/30/14	7/1/14-6/30/15	
*Salary	\$99,244	\$101,973	\$201,218
Benefits	\$42,685	\$43,859	\$86,543
<b>Total</b>	<b>\$141,929</b>	<b>\$145,832</b>	<b>\$287,761</b>

\*Hourly rate for FY 13/14 is \$47.71 and FY 14/15 is \$49.02 due to the step increase.

Benefits - 43% of salary



EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. Dispute Provisions**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 8-14-747  
Sacramento, CA 95814  
Attention: Chief, Contracts Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

**B. Termination Without Cause**

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

**C. Debarment and Suspension**

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.epis.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

**EXHIBIT D**  
**(Standard Agreement)**

**D. Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

**E. Computer Software Copyrights**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**F. A-133 Audit**

Pursuant to Office of Management and Budget (OMB) Circular A-133 § \_\_.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB § \_\_.320 "Report Submission" and a copy shall be forwarded to CDSS.

**EXHIBIT D**  
**(Standard Agreement)**

**G. Subcontractors**

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**H. Indirect Costs/Administrative Overhead**

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

- A. In the event that Employee terminates her employment with Contractor, this Agreement shall terminate upon Employee's last day of employment and Contractor shall not be obligated to provide another employee.
- B. Employee shall retain Employee's permanent position as a Children Services Administrator II with the County of Los Angeles, Department of Children and Family Services during the term of this Agreement. The period during which Employee renders services pursuant to this Agreement shall be credited by the Contractor to Employee for purposes of determining seniority, promotional status, retirement date, and other employee benefits.
- C. Upon termination of this Agreement Employee shall return to Employee's regular permanent position as Children Services Administrator II, County of Los Angeles, Department of Children and Family Services.
- D. Employee maintains all rights to compete in County open and promotional civil service examinations and State open examinations.
- E. Employee shall abide by State and/or the CDSS Child Welfare Services – New System (CWS – NS) work rules, policies, and/or practices. Where conflicts may occur with Contractor work rules, policies, and/or practices, State and/or the Child Welfare Services – New System (CWS – NS) work rules shall prevail.